

1 BILL NO. S-86-04- 28

2 SPECIAL ORDINANCE NO. S-

75-86

3 AN ORDINANCE approving the Contract
4 for Sewer Improvement Res. #417-85 -
5 Woodhurst-Belmont Storm Sewer, between
6 the City of Fort Wayne, Indiana, and
7 All Star Excavating, in connection with
8 the Board of Public Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Contract for Sewer Improvement
12 Res. #417085, Woodhurst-Belmont Storm Sewer, between the City
13 of Fort Wayne, and All Star Excavating, in connection with the
14 Board of Public Works and Safety, for:

15 Phase I, is intended and adapted for
16 receiving drainage from collateral
17 drains already constructed or which
18 hereafter may be constructed: across
19 the W. 1/2 of the SW Quarter of Sec.
20 23, Township 30 N., Range 12 E.: Allen
21 County, within the immediate area de-
22 scribed: Bounded on the S. by the S.
23 right-of-way of Fairfax Ave.; bounded
24 on the W. by a line 45' W. of and
25 parallel to the W. right-of-way of
26 Old Mill Rd., N. to the centerline of
27 vacated Roxbury Dr.: bounded on the
28 W. by the W. right-of-way of Old Mill
29 Road: Bounded on the N. by and S.
30 right-of-way of Pettit Avenue; bounded
31 on the E. by the E. right-of-way of
32 Old Mill Rd. PHASE I - MAIN LINE:
Beginning at a proposed Structure #1
located 10+ L.F. of the centerline
of Fairfax Avenue and 42+ LF W. of
the centerline of Old Mill Rd.; thence
Northwesterly 248+ LF to Structure #2;
thence Northerly 184+ LF to proposed
Structure #3; thence N. 481+ LF to
proposed Structure #6; thence North-
east 242+ LF to proposed Structure
#9; thence N. 457+ LF to proposed
Structure #12. Said sewers shall be
27", 30" and 33" in diameter;

the Contract price is One Hundred Twenty-Eight Thousand Eight
Hundred Fifteen and No/100 Dollars (\$128,815.00), all as more
particularly set forth in said Contract, which is on file with
the Office of the Board of Public Works and Safety, and is by

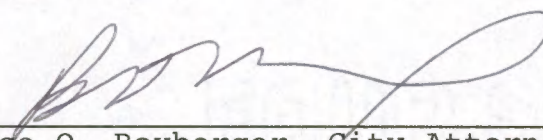
1 Page Two

2 reference incorporated herein, made a part hereof and is hereby
3 in all things ratified, confirmed and approved.

4 SECTION 2. That this Ordinance shall be in full force
5 and effect from and after its passage and any and all necessary
6 approval by the Mayor.

7
8 
9 Councilmember

10 APPROVED AS TO FORM
11 AND LEGALTY

12 
13 Bruce O. Boxberger, City Attorney
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Read the first time in full and on motion by Burns, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.

DATE: 4-22-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-13-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. S-75-86 on the 13th day of May, 1986.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of May, 1986, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of May, 1986, at the hour of 2:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

PROJECT: "WOODHURST-BELMONT STORM SEWER"

CONTENTS

Check if Contained	Pages	
	1	Cover Sheet
	A/1 - A	Advertisement fo
	I/1 - I/	Instructions to
	S/1 -S/2	Schedule
	SI/1	Schedule of Item
	S/	Notes 1 and 2
	NCA/1	Non-Collusion Af
	BB/1	Bidder's Bond
	FS/1	Certificate in L
		ment Form 96A
	PB/1-PB/2	Specimen Form-Pa
	PGB/1-3	Specimen Form-Pe
	GP/1-GP/7	General Provisio
	WS/1	Prevailing Wage
	SP/1-SP/	Special Project
	AP/1	Certificate of B

ATTACHMENTS

		Project Plans Dr	
		General Specific	
		Detail Standard	
		WPCE Department,	
	EA/1-EA/4	Escrow Agreement	
	RW/1	Right-of-Way Cut	
	NP/1	Notice to Proceed	
		Change Order - S	
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Am
	10.1	3/21/86	

BID SUBMITTED

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane

Fort Wayne, Indiana 46804

By: Edward F. Fenn

Its President

Offer

Date 3/26/86

Bidder agrees to keep bid open for accep-
tance for _____ (90 days unless
otherwise specified)

Compliance J. Adams

O.C.2/85

B.O.B. Non-Fed *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
Board of Public Works & Safety

David J. Keit
Robert R. Smith

Lawrence D. Connelley

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD

Date

4/9/86

C
46638.52+
7901.30+
14783.95+
3687.45+
1200.00+
1459.03+
4377.09+
1781.20+
2901.72+
1050.00+
4492.74+
2531.50+
28212.50+
2860.00+
250.00+
280.00+
600.00+
300.00+
350.00+
1300.00+
300.00+
1558.00+
22
128915.00*
C
1650.00+
2519.70+
02
4169.70*
C

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 4 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>West Acres Nursery</u>	<u>FT. Wayne</u>	<u>Landscaping</u>
2. <u>Ardmore Asphalt</u>	<u>FT. Wayne</u>	<u>Asphalt</u>
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>Buzzard Bros.</u>	<u>Zanesville Ind.</u>	<u>Trucking</u>
2. <u>Steele Wide Trucking</u>	<u>FT. Wayne</u>	<u>Trucking</u>
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: We have filled all subcontracts with MBE or WBE Firms, Will be doing Balance of work with own Forces
2. We have taken the following steps in an attempt to comply with these participation goals: We have filled all related subcontracts with MBE or WBE Firms

(attach additional sheets as necessary)

ALL STAR CONSTRUCTION & EXCAVATING, INC.

Contractor 5722 Langford Lane
Fort Wayne, Indiana 46804

Contractor _____

By Edward F. Foss

By _____

Its President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

Contractor ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804
By Edward F. Foss
Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WOODHURST-BELMONT STORM SEWER

All work will be performed in accordance with: Resolution #~~417-1985~~ the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$127,215.00 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 150 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

DATE 3/3/86

PROJECT NAME: WOODHURST-BELMONT Phase I

Resolution 417-1985

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION	
(36" RCP Class III	1,013± LF	46.04	46638	52
2	30" RCP Class III	242± LF	32.65	7901	30
3	27" RCP Class III	457± LF	32.35	14783	95
4	12" RCP Class IV	183± LF	20.15	3687	45
5	8" VCP	120± LF	10.00	1200	00
6	Type II-A Manhole	1± EA	1459.03	1459	03
7	Type V-A Manhole	3± EA	1459.03	4377	09
8	Type I-A Manhole	2± EA	890.60	1781	20
9	Type I-D Catchbasin	3± EA	967.24	2901	72
10	Reconstruct Catchbasin to Inlet W/Type "D"				
	Casting	3± EA	350.00	1050	00
11	Special Backfill #53-#73 Stone	563± CY	7.98	4492	74
12	Concrete Removal	1,525± SY	1.66	2531	50
13	7" Concrete Pavement (Plain)	1,525± SY	18.50	28,212	50
14	Seed, 2" Mulch, Fertilizer, Topsoil	7,150± SY	1.40	2860	00
15	Brush and Tree Removal	Lump Sum	250.00	250	00
16	Asphalt Wedge and Patch	40± SY	7.00	280	00
17	Asphalt Drive Replacement	50± SY	12.00	600	00
18	Lawn Sprinkler ½"-2" PVC Pipe	100± LF	3.00	300	00
19	Asphalt Curb Replacement	50± LF	7.00	350	00
20	Tree Replacement (See Special Provisions)	Lump Sum	1300.00	1300	00
21	Shrub Replacement (See Special Provisions)	Lump Sum	300	300	00
22	Concrete Drive Replacement	82± SY	19.00	1558	00
				127215	00
	ALTERNATE BID				
1	CFW Standard Inlet	3± EA	550.00	2150	00
2	Sodding (Kentucky Bluegrass)	1,362± SY	1.85	2519	70
				4669	70

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereto
set their hand(s) and seal(s) this _____ day of _____ 198_____.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal
to be signed by its President and Secretary and affixed its corporate seal
this 26 day of March, 1986.

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

Name of Corporation

By: Edward F. Foss
President

ATTEST:

Edward W. Foss



BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS,

That we ALL STAR CONSTRUCTION & EXCAVATING, INC.
and THE CONTINENTAL INSURANCE COMPANY as Principal, hereinafter called the Principal,
of New York
a corporation duly organized under the laws of the State of New York, as Surety, hereinafter called the Surety, are held
and firmly bound unto City of Fort Wayne, Board of Public Works & Safety
1 Main St., Ninth Floor, Fort Wayne, Indiana

in the sum of Five Per Cent (5%) of Maximum Bid Dollars
(\$), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind our-
selves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Res.#417-1986 Woodhurst-Belmont Storm Sewer

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of March A. D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)

BY: Edward F. Ross (Principal)
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY (Seal)

Carol J. [Signature]
127 W. Berry (Witness)
Fort Wayne, IN 46802

Donald K. [Signature] (Surety)
Attorney-in-Fact (Title)

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

ALL STAR CONSTRUCTION & EXCAVATING, INC.

5722 Langford Lane

Fort Wayne, Indiana 46804

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Edward F. Foss

Subscribed and sworn to before me by
this 26 day of March, 1986.

Edward F. Foss

My Commission Expires:

9-3-88

Sharon M. Rogers
Notary Public
Resident of Allen County

Subscribed and sworn to before me by
this ____ day of _____, 198__.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by
this ____ day of _____, 198__.

My Commission Expires:

Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Edward F. Foss, the President
_____, of ALL STAR CONSTRUCTION & EXCAVATING, INC.
Position 5722 Langford Lane
Fort Wayne, Indiana 46804

hereby certify:

1. That the Financial Statement of said company, dated the 2 day of November 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 3/26/86

Edward F. Foss
Signature
ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane.
Title Fort Wayne, Indiana 46804

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 26 day of March, 1986.

Sharon M. Rogers
Notary Public
Resident of Allen County

My Commission Expires:

9-3-88

CERTIFICATION OF BIDDER/VENDOR

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804

The undersigned, on behalf of _____,
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____
ALL STAR CONSTRUCTION & EXCAVATING, INC. 5722 Langford Lane
Fort Wayne, Indiana 46804, that _____
ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
Fort Wayne, Indiana 46804
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 26 day of March, 1986.

ALL STAR CONSTRUCTION & EXCAVATING, INC.
5722 Langford Lane
(Name of Bidder/Vendor)
Fort Wayne, Indiana 46804

Edward F. Foss President
(Name and Title of Person Signing)



Bond No.

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC., 5722 Langford Lane,
(Here insert full name and address or legal title of the Contractor)
Fort Wayne, Indiana 46804

as Principal, hereinafter called Contractor, and THE CONTINENTAL INSURANCE COMPANY as Surety,
(Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works &
(Here insert full name and address or legal title of Owner)

Safety, One Main St., 9th Floor, Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, in the amount of One Hundred Twenty Seven Thousand, Two Hundred
Fifteen and 00/100 Dollars (\$ 127,215.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 9, 1986
entered into a contract with Owner for Woodhurst-Belmont Phase I Res. #417-1985

in accordance with drawings and specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 9th day of April A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
(Principal)

BY: _____
(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC. THE CONTINENTAL INSURANCE COMPANY (Seal)

(Surety)

Carol J. [Signature]
(Witness)
127 W. Berry

Fort Wayne, Indiana 46802

[Signature] Att'y. in Fact
(Title)
Attorney-in-Fact

LABOR AND MATERIAL PAYMENT BOND
 Approved by The American Institute of Architects
 A.I.A. Document No. A-311 (Feb. 1970 Edition)

Note: This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract
KNOW ALL MEN BY THESE PRESENTS:

That ALL STAR CONSTRUCTION & EXCAVATING, INC., 5722 Langford Lane,
 (Here insert full name and address or legal title of the Contractor)
Fort Wayne, Indiana 46804

as Principal, hereinafter called Principal, and THE CONTINENTAL INSURANCE COMPANY as Surety,
 (Here insert full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Board of Public Works &
 (Here insert full name and address or legal title of Owner)

Safety, One Main Street, 9th Floor, Fort Wayne, Indiana 46802

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
 One Hundred Twenty Seven Thousand, Two Hundred Fifteen and 00/100 Dollars (\$ 127, 215.00),
 (Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 9, 1986
 entered into a contract with Owner for Woodhurst-Belmont Phase I, Res. #417-1985

in accordance with drawings and specifications prepared by _____

(Here insert full name, title and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed, the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 9th day of April A.D. 19 86

ALL STAR CONSTRUCTION & EXCAVATING, INC. (Seal)
 (Principal)

BY: _____

(Title)

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

THE CONTINENTAL INSURANCE COMPANY

(Surety)

(Seal)

Carey J. Munbrun
 127 W. Berry (Witness)
 Fort Wayne, Indiana 46802

Attorney-in-Fact

(Title)

TITLE OF ORDINANCE Contract for Sewer Improvement Res. 417-85, Woodhurst-Belmont Storm Sewer

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-86-04-28

SYNOPSIS OF ORDINANCE The Contract for Sewer Improvement Res. 417-85, Woodhurst-Belmont Storm Sewer - Phase I, is intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed: across the W. 1/2 of t SW Quarter of Sec. 23, Township 30 N., Range 12 E.: Allen County, within the immediate area described: Bounded on the S. by the S. right-of-way of Fairfax Ave.; bounded on the W. by a line 45' W. of and parallel to the W. right-of-way of Old Mill Rd., N. to the centerline of vacated Roxbury Dr.: bounded on the W. by the W. right-of-way of Old Mill R Bounded on the N. by the S. right-of-way of Pettit Avenue; bounded on the E. by the E. right of way of Old Mill Rd. PHASE I - MAIN LINE: Beginning at a proposed Structure #1 located 10+ L.F. of the centerline of Fairfax Avenue and 42+ LF W. of the centerline of Old Mill Rd.; thence Northwesterly 248+ LF to Structure #2; thence Northerly 184+ LF to proposed Structure #3; thence N. 481+ LF to proposed Structure #6; thence Northeast 242+ LF to proposed Structure #9; thence N. 457+ LF to proposed Structure #12. Said sewers shall be 27", 30" and 33" in diameter. All Star Excavating is the contractor.

EFFECT OF PASSAGE Improved sewer conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$128,815.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-04-28

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~) RESOLUTION approving the Contract

for Sewer Improvement Res. #417-85 - Woodhurst-Belmont Storm

Sewer, between the City of Fort Wayne, Indiana, and the City of

Fort Wayne, Indiana, and All Star Excavating, in connection with

the Board of Public Works and Safety

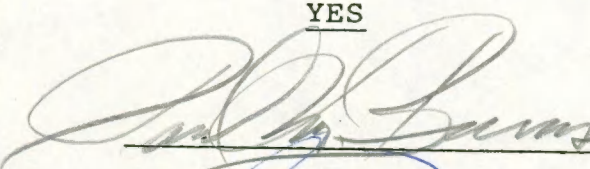
HAVE HAD SAID (ORDINANCE) (~~XXXXXXXXXX~~) RESOLUTION UNDER CONSIDERATION AND BEG

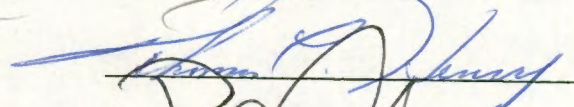
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

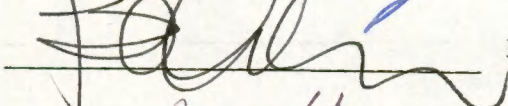
(~~XXXXXXXXXX~~) RESOLUTION

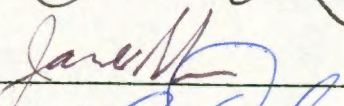
YES

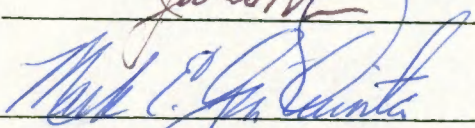
NO

 PAUL M. BURNS
CHAIRMAN

 THOMAS C. HENRY
VICE CHAIRMAN

 BEN A. EISBART

 JAMES S. STIER

 MARK E. GiaQUINTA

CONCURRED IN 5-13-86

SANDRA E. KENNEDY
CITY CLERK